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DK P BK 142 PG 96
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

This Instrument Prepared by:
Matthew W. Barnes, Esq.
Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
420 North 20th Street, Suite 1600
Birmingham, Alabama 35203

Indexing Instructions:
NW1/4 S35, T1S-R7W

Cross Reference to:
Book 84, Page 649
DeSoto County, MS Records

Return to:
 Stewart Title Guaranty Company
National Title Services
1980 Post Oak Blvd, Suite 610
Houston, TX 77056
Attn: Mylene Lampkin

STATE OF MISSISSIPPI)

COUNTY OF DESOTO)

**AGREEMENT AND MEMORANDUM OF SECOND AMENDMENT TO
OPTION AND LEASE AGREEMENT**

**THIS AGREEMENT AND MEMORANDUM OF SECOND AMENDMENT TO
OPTION AND LEASE AGREEMENT (“Memorandum”)** is made and entered into effective
as of the last date of execution shown below, by and between **DESOTO COUNTY ACADEMY
INCORPORATED**, a Mississippi non-profit corporation, successor to Noah's Haven, Inc.
(having a mailing address of 100 Academy Drive, Olive Branch, MS 38654, Tel. No. (662) 895-
6385) (“**LESSOR**”), and **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited
liability company, successor by merger to BellSouth Mobility LLC, a Georgia limited liability
company, successor by corporate election with BellSouth Mobility Inc., a Georgia corporation
(having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004, Tel. No.
877-231-5447) (“**TENANT**”).

WITNESSETH:

WHEREAS, Noah's Haven, Inc. (the “**Original Lessor**”) entered into that certain Option
and Lease Agreement dated October 15, 1998 (the “**Original Agreement**”), covering certain real
property, together with easements for ingress, egress and utilities thereto, as described in **Exhibit**
“**A**” attached hereto (the “**Property**”), a memorandum of which Original Agreement was filed

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for record on March 22, 2000 in Book 84, Page 649 in the Office of the Chancery Clerk of DeSoto County, Mississippi (the "**MOL**");

WHEREAS, the Original Lessor and TENANT entered into that certain First Amendment to Option and Lease Agreement and Memorandum of Lease dated May 31, 1999 (the "**First Amendment**"), a copy of which First Amendment was filed for record on August 30, 2001 in Book 91, Page 188 in the Office of Chancery Clerk of DeSoto County, Mississippi (the Original Agreement as amended by the First Amendment shall hereinafter be referred to as, the "**Agreement**");

WHEREAS, the Original Lessor assigned and Lessor assumed the Agreement;

WHEREAS, the Agreement has an original term (including all extension terms) that will terminate on May 31, 2024 (the "**Original Term**"); and

WHEREAS, effective as of the date of this Memorandum, LESSOR and TENANT have amended the Agreement and desire to acknowledge, confirm and make record of the above-referenced amendment.

NOW, THEREFORE, LESSOR and TENANT hereby acknowledge and agree that the following accurately represents the Agreement, as amended by that Second Amendment to Option and Lease Agreement dated as of the date hereof:

**MEMORANDUM OF SECOND AMENDMENT TO
OPTION AND LEASE AGREEMENT**

Lessor:	Desoto County Academy Incorporated, with a mailing address of 100 Academy Drive, Olive Branch, MS 38654.
Tenant:	New Cingular Wireless PCS, LLC, a Delaware limited liability company, with its principal offices at 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004.
Property:	The real property leased by LESSOR to TENANT, together with easements for ingress, egress and utilities thereto, is described in Exhibit "A" attached to this Memorandum and incorporated herein by this reference.
Initial Lease Term:	For a term of five (5) years, beginning June 1, 1999.
Expiration Date:	The first two (2) extensions having been exercised, if not otherwise extended or renewed, the Agreement shall expire on May 31, 2014.

Right to Extend or Renew:

TENANT has the right to extend/renew the Agreement as follows: fourteen (14) options to extend the Agreement for periods of five (5) years each on the terms and conditions set forth in the Agreement. If TENANT exercises all extensions/renewals, the final expiration of the Agreement will occur on May 31, 2074.

Option to Purchase:

No.

Right of First Refusal:

Yes.

All of the terms, provisions, covenants and agreements contained in the Agreement are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. LESSOR and TENANT ratify, confirm and adopt the Agreement as of the date hereof and acknowledge that there are no defaults under the Agreement or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Agreement shall remain and continue in full force and effect. This Agreement and Memorandum of Second Amendment to Option and Lease Agreement will be recorded in the applicable land records and is intended to provide notice to third parties of the Agreement and any and all amendments thereto. The Agreement and any and all amendments thereto contain terms and conditions in addition to those set forth in this Memorandum. This Memorandum is not intended to amend or modify the terms and conditions of the Agreement or of any amendments thereto. To the extent that the terms and conditions of this Memorandum differ from the terms and conditions of the Agreement and/or any amendments thereto, the terms and conditions of the Agreement and/or any amendments thereto shall govern and prevail. Capitalized terms not otherwise defined herein shall have the meaning defined in the Agreement and/or any amendments thereto. This Memorandum may be executed in two (2) or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties have executed this Agreement and Memorandum of Second Amendment to Option and Lease Agreement effective as of the last date of execution shown below.

LESSOR:

**DESOTO COUNTY ACADEMY
INCORPORATED,**
a Mississippi non-profit corporation

By: Vicki Sutton
Name: Vicki Sutton
Its: Treasurer

STATE OF MISSISSIPPI)
)
DESOTO COUNTY)

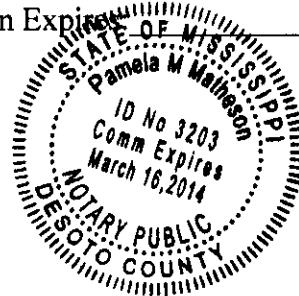
Personally appeared before me, the undersigned authority in and for the said county and state, on this 26th day of April, 2010, within my jurisdiction, the within named Vicki Sutton, Treasurer, who acknowledged that he/she is Vicki Sutton of **DESOTO COUNTY ACADEMY INCORPORATED**, a Mississippi non-profit corporation, and that for and on behalf of the said DCA, Inc, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by said DCA, Inc so to do.

Given under my hand and seal on the day and year last written above

[NOTARIAL SEAL]

Notary Public

My Commission Expires



TENANT:

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation,
a Delaware corporation
Its: Manager

By: Nellie Jabbari (SEAL)
Name: Nellie Jabbari
Its: Area Manager-Real Estate Transactions

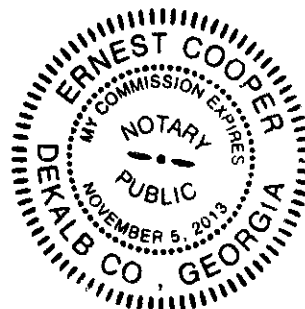
STATE OF Georgia)
Fulton COUNTY)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 19th day of July, 2010, within my jurisdiction, the within-named Nellie Jabbari, who acknowledged that she is Area Manager-Real Estate Transactions of AT&T Mobility Corporation, Manager of **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Given under my hand and seal on the day and year last written above.

[NOTARIAL SEAL]

Ernest Cooper
Notary Public
My Commission Expires: 11-5-2013



The undersigned hereby consent to the extension of the Agreement and the continued use of the Access Easement (as defined in the First Amendment).

A handwritten signature in black ink, appearing to read "Bruce A. Graybeal", written over a horizontal line.

Bruce A. Graybeal

EXHIBIT "A"

A CERTAIN PORTION OF LAND SITUATED IN OLIVE BRANCH, DESOTO COUNTY, MS IN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 7 WEST AND CONVEYED TO NOAH'S HAVEN, INC. IN DEED BOOK 191, PAGE 547 DESOTO COUNTY CHANCERY CLERK'S OFFICE.

SITE MS-GOODMAN

COMMENCING AT A POINT IN THE NORTHWEST CORNER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 7 WEST; THENCE SOUTH 88 DEGREES 54 MINUTES 40 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 35 A DISTANCE OF 2595.00 FEET TO A POINT; THENCE SOUTH 01 DEGREES 05 MINUTES 20 SECONDS WEST A DISTANCE OF 1209.59 FEET TO A POINT; AN IRON PIN; IN THE NORTHWEST CORNER OF THE PROPOSED SITE MS-GOODMAN; THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 38 MINUTES 11 SECONDS EAST ALONG THE NORTH LINE OF THE PROPOSED SITE MS-GOODMAN A DISTANCE OF 30.00 FEET TO A POINT; AN IRON PIN; THENCE SOUTH 01 DEGREES 05 MINUTES 20 SECONDS WEST A DISTANCE OF 60.00 FEET TO A POINT; AN IRON PIN; THENCE NORTH 88 DEGREES 38 MINUTES 11 SECONDS WEST A DISTANCE OF 30.00 FEET TO A POINT; AN IRON PIN; THENCE NORTH 01 DEGREES 05 MINUTES 20 SECONDS EAST A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

20 FOOT ACCESS EASEMENT

COMMENCING AT A POINT IN THE SOUTHEAST CORNER OF THE PROPOSED SITE MS-GOODMAN; THENCE NORTH 01 DEGREES 05 MINUTES 20 SECONDS EAST ALONG THE EAST LINE OF THE PROPOSED SITE MS-GOODMAN A DISTANCE OF 16.00 FEET TO A POINT; THENCE SOUTH 88 DEGREES 54 MINUTES 40 SECONDS EAST A DISTANCE OF 5.00 FEET TO A POINT IN THE CENTERLINE OF THE PROPOSED 20 FOOT ACCESS EASEMENT; THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 05 MINUTES 20 SECONDS EAST ALONG THE CENTERLINE OF THE PROPOSED 20 FOOT ACCESS EASEMENT A DISTANCE OF 477.74 FEET TO A POINT; THENCE NORTH 88 DEGREES 54 MINUTES 40 SECONDS WEST ALONG THE CENTERLINE OF THE PROPOSED 20 FOOT ACCESS EASEMENT A DISTANCE OF 335.00 FEET TO A POINT OF TERMINATION.

TURN-AROUND EASEMENT

BEGINNING AT A POINT IN THE NORTHWEST CORNER OF THE PROPOSED SITE MS-GOODMAN; THENCE NORTH 01 DEGREES 05 MINUTES 20 SECONDS EAST A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 88 DEGREES 38 MINUTES 11 SECONDS EAST A DISTANCE OF 25.00 FEET TO A POINT; THENCE SOUTH 01 DEGREES 05 MINUTES 20 SECONDS WEST A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 88 DEGREES 38 MINUTES 11 SECONDS WEST A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

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ACCESS EASEMENT:

A nonexclusive meandering access easement to and from the Property described in the Lease and Exhibit A above across and over the real property described hereafter ("Graybeal Property") owned by Bruce A. Graybeal and Barbara J. Graybeal to publicly dedicated streets, including, but not limited to, that certain street currently known as Goodman Road.

GRAYBEAL PROPERTY:

Tract 1:

5.00 acres in the northwest quarter of Section 35, Township 1 South, Range 7 West, described as COMMENCING at a stake at the northwest corner of said Section 35, at the intersection of the center line of Malone Road and the center line of Goodman Road (now State Highway #302); thence due east along the north line of Section 35 and the center of Goodman Road a distance of 2315.00 feet to a spike; thence due south along a line which is perpendicular to the center line of Goodman Road a distance of 40.00 feet to an iron pin in the south line of said road said point being the northwest corner of the property conveyed to Longview Heights Baptist Church, by deed of record in book 83, page 560 in the office of the Chancery Clerk of said County which is the point of beginning of the herein conveyed parcel; thence from the point of beginning run due south along the west line of the Longview Baptist Church property 726.00 feet to an iron pin at the southwest corner of said Church property, which point is in the north line of the property conveyed to Ark Academy by deed recorded in book 92, page 287; thence due west parallel with Goodman Road and with the north line of the Academy lot 300.00 feet to a point; thence north 726.00 feet to an iron pin in the south line of Goodman Road; thence due east along the south line of Goodman Road 300.00 feet to the point of beginning, containing 5.00 acres.

Tract 2:

Commencing at the point of intersection of the center line of Goodman Road with the center line of Malone Road, said point being the northwest corner of Section 35, Township 1 South, Range 7 West; thence due East along the center line of Goodman Road and along the north line of said Section 35 a distance of 2015.00 feet to a spike; thence due South along a line which is perpendicular to the center line of Goodman Road a distance of 40.00 feet to a point in the south line of Goodman Road, said point being the northwest corner of a 5.00 acre tract conveyed to Bruce Graybeal et al by warranty deed recorded in book 142, page 343, in the Chancery Clerk's office at Hernando, Mississippi, said point being THE POINT OF BEGINNING of the property being conveyed which is described as follows: From said POINT OF BEGINNING, thence due South along the west line of the property conveyed to Bruce Graybeal et al by warranty deed recorded in book 142, page 343, a distance of 726.00 feet to the southwest corner of said Graybeal property, same being in the north line of property conveyed to Ark Academy as described in book 82, page 287; thence due West along said north line 300.00 feet to an iron pin corner; thence due North 726.00 feet to an iron pin corner in the south line of Goodman Road; thence due East along the south line of Goodman Road 300.00 feet to the point of beginning, containing an area of 5.00 acres. Lying in the NW 1/4.

Tract 3:

Commencing at the point of intersection of the center line of Goodman Road with the center line of Malone Road, said point being the northwest corner of Section 35, Township 1 South, Range 7 West; thence due East along the center line of Goodman Road same being along the north line of said Section 35 a distance of 1715.00 feet to a spike; thence due South along a line which is perpendicular to the center line of Goodman Road a distance of 40.00 feet to a point in the south line of said road, said point being the northwest corner of a 5.00 acre tract conveyed to Bruce Graybeal et al by warranty deed recorded in book 148, page 677, in the Chancery Clerk's office at Hernando, Mississippi, said point being the POINT OF BEGINNING of the property being conveyed which is described as follows: From said POINT OF BEGINNING, thence due South along the west boundary line of the property conveyed to Bruce Graybeal et al by warranty deed recorded in book 148, page 677, a distance of 726.00 feet to the southwest corner of said Graybeal property, same being in the north boundary line of property conveyed to ARK ACADEMY as recorded and described in book 82, page 287; thence due West along said north boundary line 286.10 feet to an iron pin at the northwest corner of said Ark Academy property; thence due North 726.00 feet to an iron pin in the south line of Goodman Road; thence due East along the south line of Goodman Road 286.10 feet to the point of beginning and containing an area of 4.768 acres. Lying in the NW 1/4.

Less and Except:

That certain 0.75 acre tract conveyed to the Mississippi State Highway Commission by deed of record in Book 249, Page 508 in the Register's Office of DeSoto County, Mississippi, to which reference is hereby made for a more particular description of said property.

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